



Request For Proposal - WATER TREATMENT SERVICES

RFP # FMM08-002

**County of San Bernardino
Facilities Management
200 South Lena Road
San Bernardino, CA 92415
APRIL 2008**

Table of Contents

I. Introduction	Page 3
II. Procurement Timeline	Page 5
III. Procurement Conditions	Page 5
IV. Service Requirements	Page 6
V. Contract Requirements	Page 13
VI. Former County Officials	Page 21
VII. Improper Consideration	Page 22
VIII. Disclosure of Criminal and Civil Proceedings	Page 22
IX. California Public Records Act	Page 23
X. Proposal Submission	Page 23
XI. Proposal Evaluation and Selection	Page 26
Attachment A – Site Location and Description	Page 29
Attachment B – Cover Sheet and Certification	Page 31
Attachment C – References	Page 32

I. INTRODUCTION

A. Purpose:

The County of San Bernardino Facilities Management Department, hereafter referred to as "County", is seeking proposals from interested and qualified organizations and firms for the provision of Water Treatment Services including labor, supplies, hazardous waste disposal and equipment per the attached list for thirty-three (33) units at twenty-one (21) site locations within the County of San Bernardino at a fixed cost per unit (see Attachment A, which is incorporated by reference) for the period of August 1, 2008 - August, 2011. The number of awards will be determined by the quality of the proposals received and the County, at its discretion, shall award projects according to the best interest of the County.

Proposer/Contractor can download this RFP at the San Bernardino County Purchasing Website, <http://www.co.san-bernardino.ca.us/rfp/rfplist.htm>.

B. Minimum Vendor Requirements

All Vendors must:

1. Have at least five (5) years continuous experience in the water treatment industry.
2. Provide a resume, with an outline of the Vendors qualifications and five (5) references.
3. Have no record of unsatisfactory performance as determined through the Better Business Bureau or the State of California Department of Consumer Affairs. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have the ability to maintain adequate files and records to meet statistical reporting requirements.
6. Meet other presentation and participation requirements listed in this RFP.

C. Mandatory Pre-Proposal Conference

All Proposers must attend the Mandatory Pre-proposal Conference at the Facilities Management Office, Conference/Lunchroom, 200 South Lena Road, San Bernardino, California, on May 27, 2008 and the scheduled **Mandatory Job-Walk** May 28, 29, 30, 2008 to review all equipment. **Attendance at the Conference and Job-Walk is mandatory. Proposals will not be accepted from a Proposer who fails to attend the mandatory proposal conference.**

The County may issue an addendum to the Request for Proposal (RFP) after the proposal conference if the County considers that additional clarifications are needed. Only those Proposers represented at the proposal conference will receive addenda.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before 12:00 Noon (Local Time) on May 16, 2008 and directed to the individual listed in Section I E. Answered questions will be disseminated to all attendees at the Mandatory Pre-Proposal Conference.

E. Correspondence

All correspondence, including proposals, are to be submitted to:

Constance Fee, Staff Analyst II
County of San Bernardino – Facilities Management Department
200 South Lena Road
San Bernardino, CA 92415-0055
Fax Number: (909) 387-3380
E-mail: cfee@fm.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact, may other County staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

F. Proposal Submission Deadline.

All proposals must be received at the Administrative Office, Facilities Management Department, 200 South Lena Road, San Bernardino no later than 2:00 p.m. on June 13, 2008. Facsimile or electronically transmitted proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

Please do not include any additional information that is not required by this Request for Proposal.

II. PROCUREMENT TIMELINE

Release of RFP	April 15, 2008
Deadline for Submission of Questions	May 16, 2008
Mandatory Pre-Proposal Conference	May 27, 2008
Mandatory Job Walk Equipment Inspection	May 28, 29, 30, 2008
Deadline for Proposals	June 13, 2008
Evaluation of Proposals	June 27, 2008
Tentative date for Mailing Award/Denial Letters	July 3, 2008
Tentative Deadline for Protests	July 14, 2008
Tentative date for Award of Contract	July 29, 2008
Tentative Start Date of Contract(s)	August 1, 2008

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

A. Contingencies

This Request for Proposal (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days from the date the proposal is opened and recorded.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

C. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

F. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Vendors. At that time proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

H. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, to submit revisions to pricing, technical information, and/or other items from their proposal(s) that may result from negotiations.

I. Award

Award of contract may or may not be an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

J. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

IV. SERVICE REQUIREMENTS

- A.** The Contractor shall furnish all supplies, material, labor, labor supervision, tools, transportation, travel time, equipment, chemicals, testing reagents, hazardous waste disposal, corrosion monitoring equipment, and analytical services necessary to provide a complete water treatment program for the County of San Bernardino at all sites identified in Attachment A..
- B.** The Contractor's supervisory personnel shall regularly inspect the premises and the work done by Contractor's personnel and will exercise complete authority over all such employees. The Contractor shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the County.
- C.** The Contractor will regularly and systematically examine and test all related equipment in accordance with the manufacturer's recommendations and industry standards. The Contractor will furnish the Material Safety Data Sheets (MSDS) as well as provide safety and product training for on site County personnel.
- D.** The Contractor will contract with and make available knowledgeable qualified personnel in the water treatment field. The Contractor must have been doing business under the

current name for a minimum of five years and have access to services during regular working hours for timely supplies of all chemicals, test reagents, and equipment repair. The County may inspect this facility at any time to ensure compliance.

- E. Contractor(s) staff must complete asbestos training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance staff as set forth in Code 40 of Federal Regulation (CFR) 763.92 (a) (1). Documentation that the Contractor(s) staff (names) has received such training must be submitted to the County within 30 days of the contract start date.
- F. The Contractor shall, during the term of this contract, maintain a staff adequate to provide complete coverage and emergency service if required.
- G. The Contractor must supply the County with an Emergency Notification Plan that includes any emergency call out telephone numbers with an emergency on site response time of four (4) hours or less. The contractor shall provide emergency service on a 24 -hour-a-day, 7-day-a-week basis.
- H. The Contractor, during the term of this contract, shall maintain a local technician engaged primarily in the water treatment industry and the unit's management shall be familiar with the technology and equipment involved at the designated County facilities.
- I. The Contractor must maintain a full time local service department capable of providing on site services such as cooling tower cleaning, chemical cleaning, and chemical pump/controller repair.
- J. All chemicals shall be acceptable for use in the city where the water treatment system is located and the state of California, and must be approved by the County and the Federal Government. Chemicals used for water treatment must comply with all State, Federal EPA and DOT (Department of Transportation) requirements including packaging and labeling. All applicable codes, regulations, rules, and standards must be followed. The Contractor must comply with all current and future waste water requirements for local, State, and Federal agencies.
- K. All permanent containers provided by the Contractor for hazardous chemicals must include spill containment. The contractor must collect and dispose of chemical containers at no cost to the County. Type and size of the container used will be determined to serve the best interest of the County of San Bernardino.

L. TREATMENT REQUIREMENTS

Cooling Tower Water

1. The Contractor shall provide a liquid blend of scale and corrosion inhibitors. No chromates or phosphates will be incorporated in these products. Injection will be by chemical pump.
2. A dispersant or surfactant may be included for the control of silt and biological deposits.

3. Two microbiocides shall be required in order to control microbiological growths in the cooling water systems. Bromine in solid form or sodium hypochlorite will be acceptable as one of these biocides.
4. Sulfuric acid may be used for water conservation and control at the designated facilities where proper feed and control equipment is currently in place.
5. Disposal of all chemicals used in the application of the water treatment program shall be the responsibility of the treating company.

Closed Systems

The Contractor shall provide a corrosion inhibitor for use both in closed hot water and chilled water systems. The inhibitor shall be effective on both ferrous and non-ferrous metals.

Steam Boilers

The Contractor shall supply all products necessary to prevent scale deposition and corrosion in the boiler and condensate return systems.

M. PROGRAM TESTING/TRAINING

The Contractor shall chemically test all circulating systems on site, mathematically analyze the results of these tests, and provide the Building Plant Operators with a monthly written report as to systems conditions and recommendations. **Tests shall be conducted on a monthly basis.** Such tests shall include a determination of:

1. The total number of organisms per liter: This test shall be made monthly for all cooling tower waters and the count shall be maintained at all times below one million organisms per liter.
2. Corrosion rates: This test shall be done semi-annually and the rates shall be maintained below an annual rate of 0.5 mpy (mils per year) in closed systems and 1.5 mpy in open systems for steel.
3. Cycles of concentration: To minimize water consumption, four cycles of concentration must be maintained in all tower systems with pH control. Where pH control does not exist, the cycles of concentration shall be maintained at two and one half. Calculations based on chloride ion concentration shall be made and submitted with the monthly report.

The Contractor shall review the testing logs and discuss with the Building Maintenance Supervisor and the Contracting Officer's Technical Representative (COTR) any problem areas.

The Contractor shall provide the County with any new information dealing with chemical regulations, water resource management, and technical developments in the industry. The Contractor shall conduct training and review classes as needed for the operators in the areas of program testing and control and water treatment technology.

N. CONTRACT AMOUNT AND UNIT PRICES

The Contract Amount shall be a firm, fixed price as bid by the Contractor, in payment for all supplies, material, labor, tools, chemicals, testing reagents, equipment, transportation, supervision, operator training, site visits, corrosion monitoring equipment, hazardous waste disposal, analytical services, and reports required by these specifications for the period of one year:

1. Payment shall be made on a monthly basis upon receipt of an invoice. The first payment shall be made thirty (30) days after contract award. All invoices shall have attached a work order that has been signed by the site Building Maintenance Supervisor or his designee to verify that the work has been done. Invoices received without the proper work order attached will not be paid.
2. The Contract Amount shall not include planned or unplanned equipment repair.
3. The Contract Amount shall include chemicals needed for ongoing, routine systems blowdown and make-up, but shall not include chemicals for unscheduled, non-routine system dumps. Unit prices, as bid, shall apply for chemicals not included in the contract amount. Payment shall be made, upon receipt of invoice, at the end of the contract month.

O. EXISTING CHEMICALS AND SUPPLIES

At the time of bid, the Contractor shall ascertain the amounts and types of chemicals and supplies currently on hand as well as the rate of consumption. The Contractor may, at no cost, use some, all, or none of the remaining chemicals on hand, at the time of award of the contract.

- P.** The Contractor shall provide a guaranteed labor rate to provide water treatment services to equipment not listed on the site list.
- Q.** The Contractor shall promptly notify the County of its employees who are unable to access areas for which the Contractor is obligated to perform services.
- R.** The Contractor shall submit to the County a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. The plan will cover all work performed by the Contractor and all subcontractors. The QCP shall include:
1. A description of the Contractor's Quality Control Plan
 2. A chart showing the Quality Control (QC) organizational structure
 3. Names and qualifications, in resume format, of each person in the QC organization.
 4. The duties, responsibilities, and authorities of each person in the QC organization.

5. A listing of all subcontractors that will be employed by the contractor, a description of the services these firms will provide, and who will be responsible for providing QC on their services.
6. Procedures to identify, record, track, and complete rework items.
7. Documentation procedures including proposed report formats. The procedures must include provisions for recording the results of inspections and for recording corrective action taken.
8. Procedures used to record client complaints and follow up inspections.
9. Procedures for identifying and documenting the final inspection process.
10. Procedures that describe the process used to determine overall client satisfaction and quality of services provided by the Contractor.

The Contractor shall provide updates and revise the Quality Control Plan during the performance of this contract. Any revisions will be pursuant to the County's request.

- S.** Each phase of the services rendered under this contract is subject to County inspection during both the Contractor's operations and after completion of services/tasks. The County's inspection is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the terms and conditions of this contract. All costs associated with rework are the responsibility of the Contractor. The County reserves the right to choose the inspection methods including hiring an independent water treatment service consulting firm to evaluate the Contractor's performance, and to vary the inspection methods utilized during the work without notice to the Contractor.
- T. EMPLOYEES** – All Contractors' employees to have minimum certification to meet Federal, State of California, and Local requirements for water treatment services. All Contractor's employees shall be trained in their assigned tasks, and be able to analyze and resolve water treatment service issues on site and in a safe manner. The Contractor's employees must work and wear protective safety equipment according to CAL-OSHA standards. The Contractor must submit to the Facilities Management Department on request, the Contractor's assigned employees' driver license number, home address, date of birth and social security number to obtain security clearances.
- U. REPORTS** – The Contractor shall provide the necessary communications and completed reports to the County and the State as required by Federal, State of California, and Local regulations.
- V. JOB STANDARDS** - All work performed by the Contractor shall meet or exceed all applicable safety, environmental, regulations and trade codes. Workmanship shall be in the best standard practices of the trade. Reasonable care needs to be taken while performing tasks in and around County property and the Contractor must repair any damage made by the Contractor in an appropriate and timely manner. The work area shall be clean and free of debris continuously throughout the workday. Special attention to material and tool control shall be exercised in ALL security areas and/or those areas accessed by inmates. Work shall not impede County business, create a

nuisance, or endanger County employees and/or the Public.

The Contractor shall take into consideration that during the course of the contract, County personnel and/or other vendors may conduct other activities and operations within the water treatment service sites.

- W. LAWS and REGULATIONS** – The Contractor shall be responsible for complying with all applicable Federal and State statutes, codes and regulations including CAL-OSHA, for all work including required REPAIRS, POSTINGS, MONITORING, TESTING, TRAINING, RECORD KEEPING, and REPORTING. The Contractor shall also keep the County apprised of all new laws and regulations affecting water treatment services, and provide all necessary reports and estimated costs needed for future services.
- X. EQUIPMENT** - All equipment shall be of good commercial quality and meet with CAL-OSHA safety requirements, and shall be subject to the approval of the County. The County may inspect all supplies and equipment furnished by the Contractor and require inferior supplies be replaced to the satisfaction of the County. All Contractor equipment and tools stored in county owned areas are to be clearly identified as Contractor owned supplies, equipment, and tools and stored in appropriate storage containers.
- Y. SECURITY** - The Contractor is advised that failure to fully comply with the security requirements of the contract shall result in the termination of the contract for default.
1. All persons performing duties under the Contract shall be acceptable to the County. This shall include all owners of sole proprietorships, partnerships, joint ventures, principals of corporations and all others who might have access to County facilities without the supervision of a County employee.
 2. Acceptability shall be determined by:
 - a. Background investigation.
 - b. The County's previous experience with the individual (if applicable).
 3. Only those individuals, who have been determined acceptable by the County, have received their Contractor(s) issued Identification (ID) cards and who have been designated on the Contract as the Contractor(s) who shall be providing service to the facility shall be allowed to work in County facilities. Individuals no longer working for the Contractor(s) shall return ID Cards to the County upon separation.
 4. Those individuals who fail a background investigation shall not be allowed to work in any County facility.
 5. The misuse of any Contractor(s) issued ID cards, access control cards, keys, or alarm codes by the Contractor(s) or any of the employees of the Contractor(s) shall be considered as failure to fully comply with the security requirements of this contract and shall be considered grounds for termination of the contract.

Z. Background Investigation

1. All personnel employed through the Contractor, and working under this contract shall undergo and pass a County of San Bernardino District Attorney conducted background investigation, prior to being authorized access to any County facility.
2. The Contractor shall submit a complete background investigation package for each employee (including any Subcontractor) who will require access to County facilities. The Contractor shall provide the following for each person requiring a background investigation:
 - a. A completed District Attorney Authority to Release Personal Information form.
 - b. A check in the amount of \$42.00 payable to the County of San Bernardino. The cost of the background investigation is currently \$42.00, which includes a \$10.00 processing fee and is required by the Department of Justice. Submit the completed package to the District Attorney's office.

INCOMPLETE PACKAGES WILL NOT BE ACCEPTED.

3. Fees are determined by the District Attorney's Office and the State of California and are subject to change at any time. The Contractor will be responsible for any increase in fees.
4. Disqualifying information includes, but is not limited to the following:
 - Character / Moral Turpitude Violations
 - Theft / Related Offenses
 - Affiliation with Criminal Elements
 - Felony Convictions
 - Current (Pending) Criminal Cases
 - Active Arrest Warrants
 - CORI = Criminal Offender Record Information
 - CLETS = California Law Enforcement Telecommunication Systems
 - Any information that would prohibit the Contractor/employee access to CLETS and/or CORI as outlined by the California Department of Justice. The District Attorney shall be notified if there is any criminal activity during employment. Any disqualifying activity by employee of the Contractor shall deem that employee unacceptable and removed from employment.

If the disqualifying activity is by the Contractor, the Contractor will be terminated from the contract.

V. CONTRACT REQUIREMENTS

The organization(s) selected may be required to agree to the terms contained below. If the proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

A. GENERAL

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. The Contractor shall not change the primary contact without written acknowledgement to the County. Contractor or designee must respond to the County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County, in writing, of any change in mailing address within ten (10) calendar days of the address change.

4. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same contract provisions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor.

5. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by the Contractor either in whole or in part.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract, shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.

7. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

8. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

9. Labor Laws

- a. Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the work.
- b. Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; alien labor; the eight-hour day; overtime, Saturday, Sunday and holiday work; retention and inspection of payroll records; workers compensation; payment of wages and nondiscrimination because of race, color, national origin, physical handicap, sex or religion. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.
- c. When the State Labor Code minimum wage and the Federal Wage Determinations (Davis-Bacon Act) are applicable due to federal funding involvement, the higher of the two wages rates per each work classification will prevail.
- d. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

10. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of government bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom

Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

11. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

12. Recycled Paper Products

The County has adopted a recycled product purchasing Standards Policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practical.

13. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with the County may be made or used without prior written approval of the County.

14. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

15. Right to Monitor and Audit

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County. In the event the County determines that the Contractor's performance of its duties or other terms of this Contract are deficient in any manner, the County will notify the Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. The Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or the County at its option, may terminate this Contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Contractor under this Agreement or otherwise.

16. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

17. Invoices

Contractor will provide invoices once a month to the County within ten (10) days following the service month.

18. Electronic Fund Transfer

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with direction and accurately complete forms provided by County required to process EFT payments.

19. Equal Employment Opportunities

Contractor agrees to comply with the provisions of Executive Orders, 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

20. Disentanglement

a. General Obligations

The Contractor shall accomplish a complete transition of the services being terminated from the Contractor and the Subcontractors to the County, or to any replacement provider designated by the County, without any interruption of or adverse impact on the services or any other services provided by third parties (the "Disentanglement"). The Contractor shall fully cooperate with the County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist the County in effecting a complete Disentanglement. The Contractor shall provide all information regarding the services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. The Contractor shall provide for the prompt and orderly conclusion of all work, as the County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to the County or the County's designee. All services related to Disentanglement shall be performed by the Contractor at no additional cost to the County beyond what the County would pay for the services absent the performance of the Disentanglement services. The Contractor's obligation to

provide the services shall not cease until the Disentanglement is satisfactory to the County, including the performance by the Contractor of all asset-transfers and other obligations of the Contractor provided in this Paragraph, has been completed.

b. Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date the County notifies the Contractor that no funds or insufficient funds have been appropriated so that the term shall be terminated pursuant to the Contract; (ii) the date designated by the County not earlier than sixty (60) days prior to the end of any initial or extended term that the County has not elected to extend pursuant to the Contract; or (iii) the date any Termination Notice is delivered, if the County elects to terminate any or all of the services pursuant to the Contract. Contractor's obligation to perform services, and County's obligation to pay for services, shall expire: (A) when funds appropriated for payment under this Contract are exhausted; (B) at the end of the initial or extended term set forth in this Contract; or (C) on the Termination Date, pursuant to this Contract (with the applicable date on which Contractor's obligation to perform the services expires being referred to herein as the "Expiration Date"); provided, however, that the Contractor shall remain obligated to provide Disentanglement services for up to twelve (12) months after any such Expiration Date for the applicable services. The Contractor and County shall discuss in good faith a plan for determining the nature and extent of the Contractor's Disentanglement obligations and for the transfer of services in process provided, however, that the Contractor's obligation under this Contract to provide all services necessary for Disentanglement shall not be lessened in any respect. The Contractor shall be required to perform its Disentanglement obligations on an expedited basis, as determined by the County, if the County terminates the term pursuant to the Agreement.

c. Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

i. No Interruption or Adverse Impact

The Contractor shall cooperate with the County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of services, no adverse impact on the provision of services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

ii. Third-Party Authorizations

Without limiting the obligations of the Contractor pursuant to any other clause in herein, the Contractor shall, subject to the terms of any third-party contracts, procure at no charge to the County any third-party authorizations necessary to grant the County the use and benefit of any

third-party contracts between the Contractor and third-party contractors used to provide the services, pending their assignment to the County.

iii. Return, Transfer and Removal of Assets

- a. The Contractor shall return to the County all County assets in Contractor's possession.
- b. The County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to the County, other than those assets expressly identified by the Parties from time to time as Shared Resources, such Contractor assets as the County may select. Contractor shall promptly remove from the County's premises, or the site of the work being performed by the Contractor for the County, any Contractor assets that the County, or its designee, chooses not to purchase under this provision.

iv. Transfer of Leases, Licenses, and Contracts

The Contractor, at its expense, shall convey or assign to the County or its designee, such leases, licenses, and other contracts used by the Contractor, County, or any other Person in connection with the services, as the County may select, when such leases, licenses, and other contracts have no other use by the Contractor. The Contractor's obligation described herein shall include the Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and the Contractor shall reimburse the County for any losses resulting from any claim that the Contractor did not perform any such obligations.

v. Delivery of Documentation

The Contractor shall deliver to the County or its designee, at the County's request, all documentation and data related to the County, including the County Data, held by the Contractor, and the Contractor shall destroy all copies thereof not turned over to the County, at no charge to the County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's

“active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to

cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

VI. FORMER COUNTY OFFICIAL

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent organization/firm. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the organization/firm. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the organization/firm. For purposes of this section, “County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such

officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VII. IMPROPER CONSIDERATION

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years,

has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IX CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

X. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read

and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.

2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The County will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.
5. The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests, and may waive any informality or immaterial irregularities in a proposal.
6. Hand carried Proposals or Proposals submitted by courier may be delivered to the address listed in Section I, E, only between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

B. Technical

1. Provide a summary of your firm's background and specific experience on similar projects.
2. Submit a list of options to provide full maintenance coverage, preventative maintenance coverage, and call out maintenance repairs and emergency call out repairs for **each** County water treatment site.
3. Provide a brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet those needs.
4. Provide an explanation of any assumptions and/or constraints used in developing the proposal.

C. Proposal Presentation Instructions

1. An original, which may be bound, and six (6) unbound copies, total of seven (7) of the complete written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name, address, telephone number, RFP number, Proposal due date, and "CONFIDENTIAL – RFP FOR WATER TREATMENT SERVICES."
3. All proposals must be submitted on 8 ½ x 11 recycled paper with double sided printing, unless specifically shown to be impracticable, with normal (1-inch) margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of each page.

D. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. **Cover Page and Statement of Certification**– Attachment B, which is incorporated by reference, is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Proposer.
2. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. **References** - Provide names, addresses and telephone numbers of at least five references that have been served by your firm in a capacity similar to that described in Section IV **Service Requirements**. This information must be included on Attachment C, which is incorporated by reference, **References** and submitted as part of the proposal.
4. **Proposal Description** – Provide a detailed description of the proposal being made including a discussion of all items listed in Section IV **Service Requirements**, including a tentative approach to be used, and items listed above in Section X (B) **Technical**.
5. **Cost Proposal** - Itemize all costs per Attachment A as not-to-exceed costs required to accomplish the work as described in Section IV **Service**

Requirements. Hourly wage rates submitted shall remain in effect until project completion. The primary consideration in the selection of a Proposer/Contractor will be the effectiveness of the agency or organization in the delivery of the services based on demonstrated performance. Cost effectiveness is only one component, and not necessarily the primary one.

6. **Employment of Former County Officials** - Provide a list of Former County Officials (as defined in Section VI) affiliated with the organization, If none, so state.
7. **Insurance** - Provide evidence of ability to insure as stated in Section V, paragraph B (**Indemnification and Insurance Requirements**).
8. **Licenses, Permits and Certifications** – Provide copies of all licenses, permits and certifications as required under Section I, paragraph B (Minimum Vendor Requirements).
9. **Provide a statement that includes the following information:**
 - a. Identify any controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - b. Financial interest in other lines of business. If none, so state.
 - c. Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - d. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - e. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
10. **Subcontractor Information** – If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer. The Contractor shall be responsible for performance of the subcontractor.

XI. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. The evaluation will be based on the written proposal as submitted, but may include an oral interview with the top Proposers identified by the evaluation committee. The County will make the award based upon the proposal, which best meets its need.

B. Evaluation Criteria

1. **Initial Review** – Analysis of mandatory submittal requirements. All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Proposers must have attended the Mandatory Pre-Proposal Conference and Mandatory Job Walk Equipment Inspection.
 - c. Proposers must meet the requirements as stated in the Minimum Vendor requirements as outlined in Section I, paragraph B.

Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Final Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Proposer's response and plan to meet all items listed in Section IV **Service Requirements** and items listed in Section X, paragraph B **Technical**;
- b. Qualifications and experience in handling projects of similar type and size;
- c. References;
- d. Ability to provide product and services in a timely manner; and
- e. Cost Evaluation.

C. Evaluation Committee

The evaluation team will consist of representatives from the Facilities Management Department and various County departments as deemed appropriate by the Facilities Management Department.

D. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a

contractual agreement may result in cancellation of the award.

E. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP name and number, is delivered to the address listed in Section 1, Paragraph E of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award to the Director of Facilities Management. Failure to do so waives any objection.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written protest.

The Director of Facilities Management or designee shall consider the request and respond in writing within ten (10) days. The decision of the Director of Facilities Management shall be final with respect to matters of fact. **All disputes and/or protests must be submitted to:**

David Gibson, Director
County of San Bernardino
Facilities Management Department
200 South Lena Road
San Bernardino, CA 92415

Attachment A – Site Location and Description

- | | |
|---|--|
| 1. Barstow Law and Justice
235 Mt. View
Barstow, CA | 1 ea 90 Ton Tower (courthouse roof) |
| 2. Chino Courthouse
13260 Central Ave.
Chino, CA | 1 ea 180 Ton Tower (above chiller room) |
| 3. Civic Center Bldg.
157/175 W. 5 th Street
San Bernardino, CA | 1 ea 120 Ton Tower (east roof)
2 ea 60 Ton Towers (west roof and
basement) |
| 4. P. W. G.
825 E. 3 rd Street
San Bernardino, CA | 1 ea 150 Ton Tower (second floor east)
2 ea 30 Ton Towers (roof west area) |
| 5. I. S. D.
670 E. Gilbert Street
San Bernardino, CA | 2 ea 75 Ton Towers (north entrance) |
| 6. West Valley Detention Center
9500 Etiwanda Ave.
Rancho Cucamonga, CA | 3 ea 500 Ton Towers |
| 7. Fontana Courts
17780 Arrow Highway
San Bernardino, CA | 2 ea 120 Ton Towers (mechanical room) |
| 8. Foothill Law and Justice Center
8308 N. Haven Ave.
Rancho Cucamonga, CA | 1 ea 600 Ton Tower (north dock area) |
| 9. Probation Annex
401 N. Arrowhead
San Bernardino, CA | 1 ea 60 Ton Tower (mechanical room) |
| 10. Redlands Museum
2024 Orange Tree Lane
Redlands, CA | 1 ea 300 Ton Tower |
| 11. Vehicle Maintenance Bldg. #1
825 E. 3 rd Street
San Bernardino, CA | 1 ea 25 Ton Tower (parking lot area) |

Attachment A – Site Location and Description

12. Central Juvenile Hall 900 E. Gilbert Street San Bernardino, CA	1 ea 225 Ton Tower (south mechanical room)
13. Juvenile Hall (RYEF) 740 E. Gilbert Street San Bernardino, CA	1 ea 100 Ton Tower
14. Library Headquarters 104 E. 4 th Street San Bernardino, CA	1 ea 60 Ton Tower (upper parking lot)
15. Internal Services Group 777 E. Rialto Ave. San Bernardino, CA	1 ea 200 Ton Tower (east bldg. area)
16. Twin Peaks 26010 Sate Hwy 189 Twin Peaks, CA	1 ea 60 Ton Tower (mechanical room)
17. Barstow Complex 301 E. Mt. View Barstow, CA	1 ea 30 Ton Tower (sheriff's roof) 1 ea 15 Ton Tower (health bldg.)
18. Morongo Complex 6527 Whitefeather Road Joshua Tree, CA	1 ea 100 Ton Tower (sally port area)
19. San Bernardino Central Detention Center 603 E. Rialto Ave. San Bernardino, CA	3 ea 260 Ton Tower
20. Building 303 303 W. 3 rd Street San Bernardino, CA	1 ea 400 Ton Tower
21. Old Courthouse Boiler Plant Operation 351 N. Arrowhead Ave. San Bernardino, CA	1 ea 600 Ton Tower 1 ea 500 Ton Tower

**Attachment B – Cover Sheet and Certification
PROPOSAL FOR WATER TREATMENT SERVICES**

PROPOSER'S NAME *(name of firm, entity or organization):* _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF PROPOSER'S CONTACT PERSON: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporate: _____ State Incorporated: _____

States Registered in as foreign corporation: _____

CERTIFICATION

THE UNDERSIGNED CERTIFIES AND AGREES ON BEHALF OF THE PROPOSER THAT:

1. All declarations in this proposal and attachments are true and the falsity of such representations entitles the County to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
4. Any additional information the County deems necessary to accurately determine the ability to perform the services proposed will be provided immediately. Furthermore, submission of this proposal constitutes permission by the Proposer for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify the Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
5. The undersigned has the authority to submit the proposal on behalf of the Proposer.

SIGNED: _____

DATE: _____

PRINT NAME: _____ TITLE: _____

Attachment C – References

Name of Agency	Contact Name	Phone Number	Dates services provided (from/thru)